

Unless counsel wishes to brief the issue to convince the Court otherwise, the following additional plan provisions (subsection G) are NOT OK	
Provision	Exception/Notes
1. Deeming prepetition arrears contractually cured by confirmation.	
2. Requiring fee applications by or court approval of fees of creditor's attorneys.	
3. Retaining jurisdiction to determine post-petition fees and charge disputes <i>if there's no language limiting it only until end of the plan period, dismissal or discharge</i>	
4. Allowing debtor to pay his/her attorney fees directly <i>unless "after court approval of such fees" or something similar is added</i>	
5. Any language that would allow a claim that is non-dischargeable to be discharged, such as student loans or DSO.	
6. Any language trying to avoid a lien of any kind and treat that creditor as unsecured on confirmation.	<i>Unless it is personal property, the property and the underlying lien are described and the creditor was sent plan/notice by 7004 service</i>
7. Secured creditor who doesn't agree with arrears listed in the plan has to object, or is bound by that number	
8. Unnecessary recitations of law (may be misleading)	
9. Language deeming confirmation to be consent by the Court to post-confirmation actions taken by the Debtor(s)	

These types of additional provisions are OK	EXCEPTIONS/NOTES
1. All executory contracts and unexpired leases are rejected, except those expressly assumed.	
2. If priority tax POC is less than plan, extra goes to class 4	

3. Pre-confirmation amendments served only on the trustee, EOAs and affected parties	
4. Secured lender/servicer on real property has to apply payments from trustee for pre-petition arrears only to prepetition arrears. Monthly loan payments by Debtors or trustee to be applied to the oldest post-petition month. Obligated to credit post-petition payments as if the debtor is not in default.	
5. loan deemed current on confirmation for purposes of post-petition payments, subject to successful completion of cure payments and regular monthly payments.	
6. Requiring billing address changes and notices of interest rate, payment amount and escrow amount changes to go to both debtor and debtor's attorney	
7. Party in interest can object to a claim not properly filed	
8. Confirmation rejects arbitration and ADR contract provisions, except for those secured by real estate the debtor is keeping.	*only if no one objects to it
9. Okay to send regularly monthly statements/invoices to the Debtor, but copy debtor's attorney for the duration of the plan. For any class.	
10. Only priority claimants and unsecureds who filed a POC will get distributions. Otherwise, they get nothing. Plan does not = a POC	
11. Secured creditors set forth in the Plan do not need to file a proof of claim, but if they file one as unsecured, that's how they'll be treated.	
12. No payments on student loans during the plan, except they share in class 4 distributions.	
13. Retaining jurisdiction during the plan period or until dismissal or discharge to determine disputes on post-petition fees and charges on loans on real estate the debtor keeps	
14. Pursuant to 11 U.S.C. 1326 and 1327, this plan shall bind the parties, and the trustee shall distribute in accordance with the Plan.	This is okay <i>unless</i> the language also refers to dischargeability of claims. See #6 in Not OK above.

15. Bar date for deficiency claims	
16. Language that: a. requires the trustee to file a notice that cure payments are complete; b. allows debtor to file that kind of notice and/or to file a motion and notice to have the court hold the arrears cured and/or to deem the loan current; c. deems the loan to be cured and/or current if the lender doesn't file an updated itemized POC or object in response to such a notice or motion.	